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UNITED STATES AGENCY for INTERNATIONAL DEVELOPMENT
AMERICAN EMBASSY, NEW DELHI-110021

PHONE : 91-11-4198000
CABLE : USAID

FAX : 91-11-419-8390/8454/8612

Issuance Date: August 14, 2001

Deadline for

Questions : October 5, 2001

Closing Date : October 24, 2001 - 1600 hrs New Delhi Time

DATE: August 14, 2001

SUBJECT: **Request for Proposals (RFP) No. 386-01-020, Technical Assistance to conduct a Feasibility Study of a Coal-Based IGCC Power Plant in India.**

The United States Agency for International Development (USAID) is seeking proposals from qualified firms interested in providing the services described in Section C of this Request for Proposals (RFP).

To this end, we are issuing this Request for Proposals, consisting of the documents set forth in the Table of Contents in Block 11 of Standard Form 33 (Rev.4-85).

If you decide to submit a proposal, it must be received in New Delhi, India at the designated point for receipt by the U.S. Government no later than 4 p.m. Indian Time on the closing date indicated above. All proposals, and modifications thereof, should be submitted with the name and address of the offeror and Request for Proposal Number inscribed thereon.

If sent via U.S. Postal Service/Diplomatic Pouch, to:

USAID Regional Contracting Officer
RFP 386-01-020
Department of State (USAID)
9000 New Delhi Place
Washington, DC 20521-9000

Please note that the proposals submitted to the above address are sent to India via the diplomatic pouch and could take 2-3 weeks to arrive from receipt at the pouch facility. Also note that priority, next day, overnight mailings only apply to receipt at the Washington, D.C. address. Also note that the pouch does not accept certified or insured mail.

If sent via International Mail, courier or hand delivered, to:

Regional Contracting Officer
RFP 386-01-020
USAID/New Delhi
C/o. American Embassy
West Building, Gate No.6
Shantipath, Chanakyapuri
New Delhi-110 021, India

Your attention is called to Section L of the RFP which explains that late offers will not be considered unless received before award and it is determined by the Government that late receipt was due solely to mishandling by the Government after receipt at USAID/India West Building, American Embassy, New Delhi, India. The offeror should keep this provision in mind when submitting an offer.

Award will be made using the lowest price technically acceptable source selection process. The Government reserves the right to award without discussions. Hence, Proposals should be submitted initially on the most favorable terms, from a price and technical standpoint.

Issurance of this solicitation does not constitute an award commitment on the part of the Government nor does it commit the Government to pay for the costs incurred in the submission of a proposal. Further, the Government reserves the right to reject any or all proposals received and to negotiate separately with an offeror if such action is considered to be in the best interest of the Government.

Telegraphic or facsimile proposals or notices of intent to propose are not authorized for this requirement and will not be accepted.

Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation must be requested in writing and no later than October 5, 2001. Inquiries may be made by facsimile or e-mail to the undersigned and Mr. P. Sashidharan Menon at fax numbers 91-11-419-8390 (D) or 8612/8454 or email cl Lyons@usaid.gov and pmenon@usaid.gov. Oral explanations or instructions given before the award of the contract will not be binding. Any additional information given to a prospective offeror will be considered an amendment of the solicitation and will be provided to all other prospective offerors, if such information is determined to be necessary for the submission of proposals or if any lack thereof would be prejudicial to uniformed offerors.

If you received this RFP electronically then you must notify the contact person listed in block 10 of the original SF 33 of the original RFP in writing or via facsimile. This will allow us to provide you with any amendments to the RFP. The Agency is not responsible for any data/text that may not be received when using an electronic form to obtain this document.

Any questions concerning this Request for Proposal should be addressed to the Regional Contracting Officer at the email addresses or fascimile numbers indicated above. Offerors should retain for their records copies of any and all enclosures which accompany their proposals.

Sincerely yours,

Christine E. Lyons
Regional Contracting Officer
USAID/India

Visit us at <http://www.usaid.gov/India>

Attachment: A/S

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 1 PAGES		
2. CONTRACT NO. --		3. SOLICITATION NO. 386-01-020		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED June 8, 1999		6. REQUISITION/PURCHASE NO. MAARD 386-01-	
7. ISSUED BY REGIONAL CONTRACTING OFFICE DEPARTMENT OF STATE/USAID 9000 New Delhi Place WASHINGTON, DC 20521-9000				8. ADDRESS OFFER TO (IF OTHER THAN ITEM 7) REGIONAL CONTRACTING OFFICE DEPARTMENT OF STATE/USAID 9000 New Delhi Place WASHINGTON DC 20521-9000					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
SOLICITATION									
9. Sealed offers in original and <u> 2 </u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in <u>West Building, Gate-6, Shantipath, Chanakyapuri, New Delhi-110021</u> until <u>1600 hrs</u> local time <u>10/24/001</u> . (Hour) (Date)									
CAUTION – LATE submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL: →		A. NAME P. Sashidharan Menon, Contracting Specialist			B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 91-11-419-8019 or 8796				
					C. EMAIL ADDRESS: pmemon@usaid.gov				
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OFFER (Must be fully completed by offeror)									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16 Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u> </u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the specified time schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I Clause No. 52.232-8) →		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE				16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS <input type="checkbox"/> DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)									
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 1 <input type="checkbox"/> SC 2304(c) () 4 <input type="checkbox"/> SC 253(c) ()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →				
24. ADMINISTERED BY (if other than item 7)					25. PAYMENT WILL BE MADE BY				
26. NAME OF CONTRACTING OFFICER (type or print)					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.									

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**B.1 PURPOSE**

The purpose of this contract is to conduct a Feasibility Study of a Coal-Based IGCC Power Plant in India.

B.2 CONTRACT TYPE

This is a Firm Fixed Price Contract, focusing on result oriented performance.

B.3 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
0001	Comparison of Various IGCC and Other Advanced Technologies	\$
0002	Evaluation of Gasification Technology and Fuels	\$
0003	Selection of Gasification Island Technology	\$
0004	Selection of Power Island Technology	\$
0005	IGCC Product Selection	\$
0006	Process Design and Engineering	\$
0007	Economic Analysis	\$
0008	Environmental Impact Assessment	\$
0009	Financial Structuring of the Demonstration Project	\$
	Total	\$

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**I. Background**

To meet the growing demand for electricity in India, it is estimated that approximately 100,000 MWE of additional installed capacity is required in the next ten years. As per the current trends, over 60% of the new generation capacity addition is expected to be coal-fired. Present subcritical pulverized coal (PC)-fired systems are operating with only 30 to 35% thermal efficiencies and are responsible for significant emissions of carbon dioxide, sulfur dioxide, and particulate in India. Hence, the Government of India (GoI) is examining the feasibility of introducing environment-friendly advanced power generation technologies that produce electricity efficiently and economically. Coal-based Integrated Gasification Combined Cycle (IGCC) plants, which have more than 40% thermal efficiency, are operating economically in the United States and elsewhere. Thus, GoI is interested in demonstrating this technology for Indian coals, which typically have a high ash content in the range of 35 to 45%.

II. Activity Description

U.S. Agency for International Development (USAID-India) is implementing the Greenhouse Gas Pollution Prevention Project (GEP) in India since 1995 to reduce emissions of carbon dioxide and other pollutants in electric power generation. To achieve this objective, USAID has been working with the National Thermal Power Corporation Ltd. (NTPC), the largest electricity generating utility in India, to improve the power plant operating efficiencies. Under the GEP project, USAID is also providing assistance to NTPC to introduce advanced power generating technologies in India.

With GEP project support, NTPC has successfully established the Centre for Power Efficiency and Environmental Protection (CENPEEP), which became a national resource centre for improving efficiencies of existing thermal power stations. In September 1999, the scope of the GEP project was expanded to increase emphasis on the development of advanced power generating technologies that mitigate threats to global climate change.

As part of the GEP project assistance and pursuant to the objectives of the “Joint Statement of Cooperation on Clean Energy” signed during the then-U.S. President Clinton’s India visit, a *Protocol of Intent* was signed by USAID, U.S. Department of Energy (USDOE), Ministry of Power (MoP), and NTPC during the Indian Prime Minister’s U.S. visit in September 2000. The objective of the Protocol is to evaluate the techno-economic feasibility of IGCC technology for Indian coals. The technical details of the proposed feasibility study are presented in this section.

III. Methodology

This feasibility study is to be performed by:

- evaluating and ranking commercial IGCC technologies that are most suitable for Indian coals;
- comparing their economics with the conventional PC-fired and other advanced coal-fired power generation technologies;
- selecting the most suitable IGCC technology in terms of techno-economic feasibility and environmental benefits;
- performing a site-specific engineering design and economic analysis for the selected technology for 100 MWe capacity;
- determining the benefits with respect to life cycle costs and emissions;
- establishing a roadmap for commercialization of coal-based IGCC technology.

IV. Statement of Work**1. General**

This study will provide a site-specific technical and cost assessment for the design, engineering-procurement-construction (EPC), and testing of a 100 MWe plant of the selected IGCC technology (highest ranked) which is technically, economically and environmentally acceptable. The study will give prime consideration to NTPC’s Dadri Station near New Delhi, for this demonstration. Analysis of typical coal for NTPC’s Dadri station is attached in Annexure I.

The study will indicate the most favorable and plausible financing arrangements for the demonstration plant. The study will also estimate the potential market size for the recommended coal-gasification technology and suggest the steps required (roadmap) for

assimilation and transfer of IGCC technology to India for eventual development of IGCC capability in India. Finally, the study will develop the most practical timeframe for implementing the construction and demonstration of the recommended IGCC system.

The Contractor will include in its team an Indian company/firm with experience in engineering of coal-fired and combined cycle power plants and having adequate experienced personnel, expertise, and the necessary infrastructure to support this study.

This demonstration would establish the techno-economic viability of an entry-level IGCC plant suitable for Indian coals. This project will facilitate configuring cost-effective options and framing the technical requirements to bid for future projects, should the GOI and/or NTPC decide to proceed with such new plants.

2. The principal phases in the statement of work are the following:

Phase A. Comparison of Various IGCC and Other Advanced Technologies

Phase B. IGCC Technology Selection for Indian Coals

Phase C. Feasibility of 100 MWE Demonstration Plant

The statement of work is divided into phases to facilitate periodic technical reporting by the Contractor and reviewing by the project sponsors. Each of these phases is described below.

Phase A. Comparison of Various IGCC and Other Advanced Technologies

In this task, comprehensive information and data on commercial, operating IGCC plants (greater than 100 MWe capacity) utilizing gasification technologies, such as Destec, KRW, Lurgi, Winkler, Shell, Texaco, and DOW, and other advanced coal-based power generation technologies shall be compiled and analyzed. For each plant, the description of process and equipment, process parameters, fuel characteristics (calorific value, moisture, hardness, caking index, reactivity, ash content, ash abrasion, slagging), performance parameters (ratings, efficiency, energy balance), environmental impacts, operational feedback, construction and commissioning time, and operating hours, shall be provided.

The detailed analysis of Indian coal samples¹ shall be provided to all the leading IGCC technology developers/suppliers and their assessment with respect to the following shall be obtained: gasification unit performance, efficiency, operation and maintenance experience based on documented feedback from units operating with preferably high-ash coals, commercialization status, and availability.

The available IGCC technologies (i.e., licensable in India) shall be compared with other advanced fossil fuel power generation technologies based on their commercial readiness, environmental benefits, reliability, maintainability, life cycle costs, and adaptability to Indian coals. The advanced technologies other than IGCC which shall be considered for comparison are Circulating Fluidized Bed Combustion (CFBC), Pressurized Fluidized Bed Combustion (PFBC), and Supercritical Pulverized Coal Combustion.

The assessment shall prioritize the technologies in order of their technical maturity, cost effectiveness, and performance risks for commercial application in India. The environmental, economic, and efficiency benefits over PC-fired power plants currently operating in India shall be identified.

A total life cycle cost (TLCC) model which can be used to compare the capital and operating costs and cost of electricity of IGCC technologies relevant for Indian coals shall be developed. This model shall also include conventional and supercritical PC-fired systems and circulating fluidized bed (CFB) systems for comparison. The model shall be capable of performing sensitivity analysis based on the technology type, plant capacity (100 – 500 MWe), fuel type and quality. References of case studies/models on similar feasibility evaluations in other countries shall be provided.

¹ A detailed analysis of Indian coal samples will be carried out by USDoe in its laboratory which will be made available to the Contractor at the time of project kick-off.

Environmental impact aspects associated with IGCC plants shall be highlighted with respect to the following: ash and effluent analyses, mitigating measures, special treatments required for the emissions and effluents.

Phase B. IGCC Technology Selection for Indian Coals

This phase evaluates various IGCC technologies and related fuels through modeling and pilot-testing to select the best technology for the feasibility study. The tasks in this phase are:

- Task B-1. Evaluation of Gasification Technologies and Fuels
- Task B-2. Gasification Island Technology
- Task B-3. Power Island Technology
- Task B-4. IGCC Product Selection

Task B-1. Evaluation of Gasification Technology and Fuels

Based on the review of all gasification technologies, whether international or indigenous, they shall be ranked with respect to technical applicability to (a) run-of-mine Indian coals, (b) beneficiated Indian coals with 25-35% ash levels. If the existing IGCC technologies are not found suitable for Indian coals in (a) and (b) above, the Contractor shall review all the IGCC technologies for mixtures of other “opportunity fuels” with at least 50% Indian coal. Examples of opportunity fuels shall include, but not be limited to, refinery residues, such as heavy petroleum stock, vacuum residues, pet coke. As a minimum, gasification technology assessment shall consider entrained bed, fluidized bed, fixed bed, and moving bed with air and oxygen blown systems, with each coal type indicated.

Selection and ranking of the most suitable gasification technologies shall be based on technical and economic analyses and fuel evaluation in Phases A and B. Technology developers/suppliers who consider their technologies suitable for Indian coal, based on their past design and operating experience and criteria in Phase A, shall be required to demonstrate the suitability of their technology by test firing the coal samples in pilot plants. The Contractor shall facilitate the same and make necessary coal samples available to them for such testing.

Based on the above analyses, the best two technologies applicable for Indian coals shall be identified by the contractor. The Contractor shall conduct the detailed study on the two short-listed technologies for fuel types indicated above. The evaluation of gasification technology for various grades of fuels shall be done with respect to sources, response to gasification, heating value, ash content, sulfur content, and cost with a preference given to indigenous reserves. This will involve process characterization by tests/trials in pilot plants with coal type (a) and (b) mentioned above. The Contractor will generate the data as per Annexure II for Indian coal during lab/pilot tests.

If short-listed gasification technologies are found unsuitable for Indian coal (a) and (b), the Contractor shall also examine the behavior of Indian coals with varying percentages of opportunity fuels through modeling. The data generated from above pilot-scale tests and existing gasification data shall be utilized in this modeling. The optimal fuel and preferred gasification technology shall be selected based on fuel’s response to gasification, operability of total plant, heating value of syngas produced, disposability of product ash, and environmental emissions. The Contractor shall provide a separate price for conducting test on a pilot plant to arrive at (a) best combination of the blend, (b) Indian coal with optimum level of ash to support the modeling results.

The Contractor shall undertake modeling of the coal ash content as one of the major variable parameter on gasification, syngas yield, power output and cost of electricity and estimate the maximum ash percent at which ash would have negative impact on cost of electricity. Based on above pilot-scale test firing, parametric tests,

and modeling, the most suitable IGCC technology for Indian coals shall be selected for the feasibility study of 100 MWe demonstration plant.

The Contractor shall provide the requirements of coal quantity for pilot tests, if required, along with time schedule for laboratory/pilot-scale testing. NTPC will make the requested coal samples available at its plant sites in India. The Contractor shall be responsible for transporting the coal to the testing site. The results of the pilot tests will form the basis for final selection of gasification technology and the most preferred fuel. The results of the pilot testing shall be used to arrive at the process parameters for recommended IGCC demonstration plant. These results shall also be used in formulating the design and sizing criteria for various equipment/systems of Gasification and Power Islands.

Task B-2. Gasification Island Technology

Selection of components for this island will be based on thermal efficiency, commercial and environmental acceptability, operability, reliability and economics for the entire Gasification Island. This shall include, as a minimum, ash and particulate removal, sulfur removal (if required, depending on the fuel selection, emissions and disposal of effluents), gas conditioning, air separation unit (if required, depending on technology selection), and associated water / cooling subsystems to provide “Clean Syngas.”

Task B-3. Power Island Technology

Selection of components for this island is based on an evaluation of the integration of heat recovery systems, combustion turbine, steam turbine and power conditioning systems. The degree of integration between Gasification Island and Power Island shall also be considered.

Task B-4. IGCC Product Selection

Electricity shall be the primary product of the selected coal-based IGCC technology in this feasibility study. Other product streams, such as, clean syngas and liquid feedstocks may be considered for the process economics.

The selection criteria for technology options and design features of different components of the IGCC chain shall be provided. Any licensing or intellectual property issues for the recommended technology shall be described. A conceptual design of the IGCC plant shall be prepared to facilitate the feasibility study.

Phase C. Feasibility of 100 MWE Demonstration Plant

After collecting the database on various technologies in Phase A and performing detailed analyses in Phase B, the best IGCC technology suited for Indian coals is selected by the contractor. In Phase C, a complete feasibility study is made per the following tasks.

- Task C-1. Site-Specific Process Design and Engineering
- Task C-2. Economic Analysis
- Task C-3. Environmental Impacts Assessment
- Task C-4. Financial structuring of the Demonstration Project

These tasks are described below.

Task C-1. Site-Specific Process Design and Engineering

The site-specific design for a 100 MWe IGCC Demonstration Plant shall be developed for the selected technology.

NTPC’s Dadri thermal power station near New Delhi is a candidate site. This site provides land, partially beneficiated feed coal, natural gas, and all tie-ins for utilities and power grid. The Dadri site shall be evaluated

based on the overall economics of setting up the IGCC demonstration power plant. An alternative site may be proposed if found more economical based on fuel and land availability, and market conditions. Results from analysis of typical coal used by NTPC for its power plant are included in Annexure-I. Typical Indian coals have a high ash content and low heating values.

This design for the demonstration plant includes: process description with flow schemes, material and energy balance, turn down ratio, response time, start-up and shut down process, load following capability, start-up process from cold condition and under unit trip condition, plant layout drawings, material specifications, raw material and utility consumption figures, list of plant and equipment, list of proprietary equipment, size and weight of major equipment, effluent and waste products treatment and disposal, civil works for plant and non-plant buildings, off-site facilities and utility plants, labor requirements, etc., for setting up the demonstration plant in India.

The basic design configuration which shall be evaluated could consist of 2 x 50% parallel gasification trains with two combustion turbines, two heat recovery steam generators, one steam turbine combination for the demonstration plant. Alternative configurations may be proposed along with the basis thereof, if beneficial. The general specifications and component suppliers of major sub-systems or major equipment items shall be provided.

The Contractor shall identify in the report the selection criteria for technology options and design features of different components for the IGCC chain. The Contractor shall take into consideration the design basis of actual operating pilot/demonstration plants, where applicable to Indian coals. In addition, the Contractor shall identify further detailed testing required to improve the reliability, efficiency, and environmental impacts of the recommended technology while scaling up of the demonstration plant for actual commercial application in India.

Task C-2. Economic Analysis

Based on the complete process and engineering design, the capital cost of the IGCC plant shall be determined. The costs of major components and different islands shall be provided separately. Then, the total capital investment for the project shall be determined. This part of the study shall also include an assessment of costs of indigenous and imported equipment (including taxes/duties), civil works, erection, commissioning and testing with price breakup. The base year for cost estimates shall be 2000.

The IGCC plant operating costs with respect to fuel and utility requirements, O&M costs, and waste product disposal shall be determined. The capital and operating costs, along with economic factors like debt-to-equity ratio, return on equity, etc., are used to determine the cost of electricity. A financial analysis of the total project is performed to determine the return on equity, payout time, etc. The capital and operating costs of the IGCC plant shall be compared with those of conventional subcritical power generation for the same capacity and location.

Task C-3. Environmental Impacts Assessment

The environmental impacts of IGCC plant vis-à-vis conventional subcritical plant shall be assessed. The reductions in the emissions of sulfur dioxide, nitrogen oxides, and carbon dioxide, reductions in solid waste products, by-products utilization, land requirements, socio-economic advantages shall be considered.

Task C-4. Financial Structuring of the Demonstration Project

The most beneficial financial structures for setting up a 100-MWe demonstration plant shall be evaluated and the most optimum scenario shall be recommended for further action by GoI/ NTPC. Grants, credits, and soft loans provided by international financial institutions/intermediaries to support “Clean Energy/Climate Change Mitigation Technologies” in the developing countries shall be considered to expedite the IGCC project development. At a minimum, all such sources describing the funding criteria and ceiling of funds available from each of these sources shall be identified.

Upon completing the above activities in Phase C, conclusions & recommendations shall be made regarding the feasibility of 100 MWE IGCC demonstration plant in India based on technical, engineering, economic, environmental, and financial considerations. A

technology, economic and investment risk assessment shall be made. This shall be used as a basis for recommending a time-line for moving forward (to develop detailed site-specific design and permitting stage) with the preferred option for the IGCC technology. The potential market size for the recommended IGCC technology shall be identified and the broad steps required (roadmap) for commercialization in India shall be identified.

Annexure I

Analysis of typical coal for NTPC's Dadri station

Sl. No.	Description	COAL PARAMETERS	
A.	PROXIMATE ANALYSIS (As received basis)	Raw	Washed
1.	Total Moisture %	6.76	12.29
2.	Ash %	42.28	33.76
3.	Volatile matter %	23.54	23.59
4.	Fixed carbon %	27.42	30.36
B.	ULTIMATE ANALYSIS (As received basis)		
1.	Carbon C%	36.62	49.6
2.	Hydrogen H ₂ %	2.32	4.18
3.	Nitrogen N ₂ %	1.04	0.84

Sl. No.	Description	COAL PARAMETERS	
A.	PROXIMATE ANALYSIS (As received basis)	Raw	Washed
4.	Oxygen O ₂ %	6.12	--
5.	Sulphur S%	0.63	0.38
6.	Mineral Matter	4.23	--
7.	Total moisture H ₂ O%	6.76	--
8.	Ash %	42.28	--
9.	Gross calorific value kcal/kg	3548	3968
10.	YGP index (minimum) mg/kg		

Analysis of typical coal for NTPC's Dadri station

Sl. No.	Description	COAL PARAMETERS	
C.	ASH ANALYSIS		
i.	Silica (SiO ₂)%	58.25	
ii.	Alumina (Al ₂ O ₃)%	29.5	
iii.	Iron oxide (Fe ₂ O ₃)%	5.0	
iv.	Titania (TiO ₂)%	2.25	
v.	Phosphoric anhydride (P ₂ O ₅)%	0.65	
vi.	Lime (CaO)%	1.6	
vii.	Magnesia (MgO)%	1.4	
viii.	Sulphuric anhydride (SO ₃)%	0.3	
9.	Sodium hydroxide Na ₂ O max(%)	0.5	

Sl. No.	Description	COAL PARAMETERS	
10.	Potassium oxide K ₂ O(%)	--	
D.	ASH FUSION RANGE (under reducing atmosphere)		
1.	Initial Deformation Temperature (IDT)°C	1200	
2.	Hemispherical temperature °C	--	
3.	Flow temperature °C	--	

Annexure II

Data to be Generated by the Contractor during the Tests

I. Coal Characterization

- Proximate analysis
- Ultimate analysis
- Calorific value (HHV and LHV)
- Ash fusion characteristics (oxidizing and reducing atmosphere)
- Initial deformation temperature
- Softening temperature
- Hemi-spherical point temperature
- Flow point temperature
- Gray King Assay
- Grindability index
- Total analysis of ash including chlorine, fluorine, alkali metal oxides
- Swelling index
- Slurry characteristics
- With additives and their percentages
- Without additives
- Slurry viscosity data with varying concentration like 55, 60, 65, 70 and 75% (with additives & without additives)

II. Process Characterization by Laboratory and Pilot Tests

- Specific consumption of raw materials
- Coal Throughput, T/M³ Hr
- Gas Output, GJ/M³ Hr
- Detailed material and energy balances
- Process parameters, such as pressure, temperature, etc.
 - max. operating temperature inside the gasifier
 - gas outlet temperature
 - ash outlet temperature
- Flux
- chemical composition
- specific consumption
- ash fusion characteristics with varying quantities of flux
- Particle size distribution of input coal to the reactor
- Carbon in ash
- Raw coal utilization(%)
- Ash leaching characteristics
- Steam decomposition
- Carbon conversion
- By-product steam and characteristics
- Effluents (solids, liquids, and gases)

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semifinished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

[FOR THIS SOLICITATION, THERE ARE NO CLAUSES IN THIS SECTION]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-4	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

USAID/New Delhi/EEE
India

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER	AUG 1989
52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR 1984
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is 14 months from award.

F.3 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, Tangible Results and Deliverables, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.4 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

The Contractor shall provide the feasibility study report containing the following:

- (a) All defined Topical Reports and Final Report in hardcopy and Adobe-ready format. This shall include all input data, calculations etc. used in the preparation of the reports. The reports shall include all other information/data as detailed elsewhere in this Request for Proposal (RFP).
- (b) All the Computer Models developed as a part of the study. Examples include but not limited to TLCC, Financial, etc.
- (c) Compilation of feedback from all the IGCC plants and advanced fossil fuel power plants considered for the study.
- (d) All laboratory scale test reports on Indian coals, pilot scale testing and trials on Indian coals including findings and recommendations and modeling reports that formed the basis of the final recommendations
- (e) A bibliography of all technical literature used in the study with extracts of select technical literature wherever relevant shall be provided as an appendix to the main topical reports.
- (f) List of all international codes and standards applicable for design, sizing and construction of various equipment/components of the coal based IGCC plant.

F.5 PROGRESS REPORTING REQUIREMENTS

The Contractor shall fulfill the reporting requirement mentioned below:

- (a) Summary Quarterly Technical and Financial Reports.
- (b) Quarterly Detailed Technical Reports.

- (c) Preliminary and Final Report at the end of each task.
- (d) Overall Final Report.
- (e) Presentation on Preliminary Reports

F.6 KEY PERSONNEL

- A. The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

Name	Title
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- B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.7 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

USAID contractors must submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address.

Development Experience Clearinghouse
1611 N. Kent Street, Suite 200
Arlington, VA 22209-2111

Telephone Number 703-351-4006, ext. 100
Fax Number 703-351-4039
E-mail: docsubmit@dec.cdie.org
<http://www.dec.org>

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ADMINISTRATIVE CONTRACTING OFFICE**

The Administrative Contracting Office is:

Regional Contracting Office
Department of State/USAID
9000 New Delhi Place
Washington, D.C. 20521-9000
Tel: 91-11-419-8796
Fax: 91-11-419-8390/8612/8454

G.2 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is TBD at:

Energy, Environment and Enterprise
Department of State/USAID
9000 New Delhi Place
Washington, D.C. 20521-9000
Telephone:
Fax:
E-Mail:

G.3 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

SECTION G

- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

- (c) The CTO is required to meet quarterly with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.
- (d) **Contractual Problems -** Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.
- (e) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.4 PAYING OFFICE

The paying office for this contract is:

Controllers Office
 Department of State/USAID
 9000 New Delhi Place
 Washington, D.C. 20521-9000

G.5 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal: 0

Operating Unit:

Strategic Objective:

Team/Division:

Benefiting Geo Area:

Object Class:

Amount Obligated:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

752.7027

PERSONNEL

DEC 1990

H.1 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL

In accordance with the above clauses, the Contracting Officer hereby provides prior written approval for international travel, provided that concurrence with the assignment of individuals outside the United States is obtained by the Contractor, in writing, from the CTO prior to their assignment abroad, which must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

H.2 INSURANCE AND SERVICES

- (a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:
Sara Payne or Diane Ford
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)
Telefax: 703) 354-0370
E-Mail: www.rutherford.com

- (b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

Medex Assistance Corporation
P.O. Box 5375
Timonium, MD 21094-5375
Telephone: (410) 453-6300 in Maryland;
or (800) 537-2029 (toll-free)
Telefax: (410) 453-6301

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

Medevac services costs are allowable as a direct cost.

H.3 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000 (United States) & 386 (New Delhi).

H.4 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources:

H.5 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.6 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultant shall have English language proficiency to perform technical services.

H.7 PERSONNEL COMPENSATION**(a) Limitations:**

- (1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.
- (2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate of the USAID "ES-6" (or the equivalent daily rate of the maximum ES-6 salary, if compensation is not calculated on an annual basis), as amended from time to time, unless an advance written waiver is granted by the USAID Procurement Executive prior to contract award.

(b) Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non- performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases

One annual salary increase (includes promotional increase) of not more than the annual cost-of-living adjustment (COLA) received by Federal General Schedule (GS) employees may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary of ES-6 may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum daily salary rate of ES-6, whichever is less.

(f) Initial Salaries

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. (any initial starting salaries included in the contractor's best and final and accepted during negotiations, are deemed approved upon contract execution).

NOTE: The daily rate of a Foreign Service officer Class 1 (ES-6) is determined by dividing the annual salary by 2087 hours and multiplying the quotient by 8.

NOTE: Any Approvals issued pursuant to the above sections shall be retained by the Contractor for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.3 of this contract).

(g) Work Week

(1) Nonoverseas Employees. The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(2) overseas Employee

The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperation Country associated with the work of this contract.

(h) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges (see also the clause of this contract entitled "Personnel Compensation" (AIDAR 752.70071).

H.8 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated _____ is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business
Utilization
Room 7.08 RRB
Washington, D.C. 20523

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	MAR 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-29	NOTIFICATION OF VISA DENIAL	FEB 1999
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986

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52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1994)	AUG 1987
52.244-2	SUBCONTRACTS	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	MAR 2001
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING ALTERNATE I (APR 1984)	NOV 1999
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE	APR 1997
752.226-3	LIMITATIONS ON SUBCONTRACTING	JUN 1993
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.242-70	PERIODIC PROGRESS REPORTS	JUL 1998
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997

I.2 52.216-5 PRICE REDETERMINATION--PROSPECTIVE (OCT 1997)

(a) General. The unit prices and the total price stated in this contract shall be periodically redetermined in accordance with this clause, except that (1) the prices for supplies delivered and services performed before the first effective date of price redetermination (see paragraph (c) below) shall remain fixed and (2) in no event shall the total amount paid under this contract exceed any ceiling price included in the contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Price redetermination periods. For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend from the date of the contract to and the second and each succeeding period shall extend for months from the end of the last preceding period, except that the parties may agree to vary the length of the final period. The first day of the second and each succeeding period shall be the effective date of price redetermination for that period.

(d) Data submission. (1) Not more than nor less than days before the end of each redetermination period, except the last, the Contractor shall submit--

(i) Proposed prices for supplies that may be delivered or services that may be performed in the next succeeding period, and--

(A) An estimate and breakdown of the costs of these supplies or services in the format of Table 15-2, FAR 15.408, or in any other form on which the parties may agree;

(B) Sufficient data to support the accuracy and reliability of this estimate; and

(C) An explanation of the differences between this estimate and the original (or last preceding) estimate for the same supplies or services; and

(ii) A statement of all costs incurred in performing this contract through the end of the first month before the submission of proposed prices in the format of Table 15-2, FAR 15.408 (or in any other form on which the parties may agree), with sufficient supporting data to disclose unit costs and cost trends for--

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary).

(2) The Contractor shall also submit, to the extent that it becomes available before negotiations on redetermined prices are concluded--

(i) Supplemental statements of costs incurred after the date stated in subdivision (d)(1)(ii) above for--

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary); and

(ii) Any other relevant data that the Contracting Officer may reasonably require.

(3) If the Contractor fails to submit the data required by subparagraphs (1) and (2) above, within the time specified, the Contracting Officer may suspend payments under this contract until the data are furnished. If it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(e) Price redetermination. Upon the Contracting Officer's receipt of the data required by paragraph (d) above, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies that may be delivered or services that may be performed in the period following the effective date of price redetermination.

(f) Contract modifications. Each negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, stating the redetermined prices that apply during the redetermination period.

(g) Adjusting billing prices. Pending execution of the contract modification (see paragraph (f) above), the Contractor shall submit invoices or vouchers in accordance with the billing prices stated in this contract. If at any time it appears that the then-current billing prices will be substantially greater than the estimated final prices, or if the Contractor submits data showing that the redetermined price will be substantially greater than the current billing prices, the parties shall negotiate an appropriate decrease or increase in billing prices. Any billing price adjustment shall be reflected in a contract modification and shall not affect the redetermination of prices under this clause. After the contract modification for price redetermination is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed-upon prices, and any requested additional payments, refunds, or credits shall be made promptly.

(h) Quarterly limitation on payments statement. This paragraph (h) applies only during periods for which firm prices have not been established.

(1) Within 45 days after the end of the quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing--

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (h)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the overnment (including amounts applied or to be applied to liquidate progress payments).

(2) The statement required by subparagraph (1) above need not be submitted for any quarter for which either no costs are to be reported under subdivision (1)(ii) above, or revised billing prices have been established in accordance with paragraph (g) above, and do not exceed the existing contract price, the Contractor's price-redetermination proposal, or a price based on the most recent quarterly statement, whichever is least.

(3) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (1)(iv) above exceeds the sum due the Contractor, as computed in accordance with subdivisions (1)(i), (ii), and (iii) above, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits affected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account, consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(4) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(i) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis. The Contractor shall--

(1) Insert in each price redetermination or incentive price revision subcontract the substance of paragraph (h) above, and of this paragraph (i), modified to omit mention of the Government and to reflect the position of the Contractor as purchaser and of the subcontractor as vendor, and to omit that part of subparagraph (h)(3) above relating to tax credits; and

(2) Include in each cost-reimbursement subcontract a requirement that each lower-tier price redetermination or incentive price revision subcontract contain the substance of paragraph (h) above, and this paragraph (i), modified as required by subparagraph (1) above.

(j) Disagreements. If the Contractor and the Contracting Officer fail to agree upon redetermined prices for any price redetermination period within 60 days (or within such other period as the parties agree) after the date on which the data required by paragraph (d) above are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause. For the purpose of paragraphs (f), (g), and (h) above, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification. Pending final settlement, price redetermination for subsequent periods, if any, shall continue to be negotiated as provided in this clause.

(k) Termination. If this contract is terminated, prices shall continue to be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

NOTES:

(1) Express in terms of units delivered, or as a date; but in either case the period should end on the last day of a month.

(2) Insert the numbers of days chosen so that the Contractor's submission will be late enough to reflect recent cost experience (taking into account the Contractor's accounting system), but early enough to permit review, audit (if necessary), and negotiation before the start of the prospective period.

(3) Insert "first," except that "second" may be inserted if necessary to achieve compatibility with the Contractor's accounting system.

I.3 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAR 2001)

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the act would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.4 52.232-25 PROMPT PAYMENT (MAR 2001)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments (1) Due Date. (i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) a penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.5 52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997) ALTERNATE I (APR 1984)

(a) Except as provided in paragraphs (b) through (e) below, and notwithstanding any other provision of this contract, the Contractor shall not be liable for loss of or damage to property of the Government (including the supplies delivered under this contract) that (1) occurs after Government acceptance of the supplies delivered under this contract and (2) results from any defects or deficiencies in the supplies.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.

(d) (1) This clause does not diminish the Contractor's obligations, to the extent that they arise otherwise under this contract, relating to correction, repair, replacement, or other relief for any defect or deficiency in supplies delivered under this contract.

(2) Unless this is a cost-reimbursement contract, if loss or damage occurs and correction, repair, or replacement is not feasible or desired by the Government, the Contractor shall, as determined by the Contracting Officer--

(i) Pay the Government the amount it would have cost the Contractor to make correction, repair, or replacement before the loss or damage occurred; or

(ii) Provide other equitable relief.

(e) This clause shall not limit or otherwise affect the Government's rights under clauses, if included in this contract, that cover--

(1) Warranty of technical data;

(2) Ground and flight risks or aircraft flight risks; or

(3) Government property.

I.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

I.7 USAIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the

cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travellers and the dates and times of arrival.

I.8 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE	DATE	NO . PAGES
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ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET**

A hard copy is attached at the end of this document;however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

A hard copy is attached at the end of this document;however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 4 - CERTIFICATE OF CURRENT COST AND PRICING DATA

A hard copy is attached at the end of this document;however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS****K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.203-11	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**(a) Definitions.**

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) Common parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name _____

TIN _____

**K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(APR 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street address, city, state, county, code)	Name and address of owner and operator of the plant or facility if other than offeror or respondent

K.5 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.7 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.8 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.9 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

K.10 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and ☐ agrees to the terms and conditions set forth therein; or ☐ has the following exceptions (continue on a separate attachment page, if necessary):

K.11 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.12 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offeror's D&B (CEC) Number _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.215-1	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)	MAR 2001
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.225-10	NOTICE OF BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM REQUIREMENT-- CONSTRUCTION MATERIALS	FEB 2000
52.232-28	INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS	MAR 2000

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a (Fixed Price-Prospective Price Determination) contract resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Christine E. Lyons
RCO

Hand-Carried Address:

USAID/American Embassy
West Building
Shantipath, Chanakyapuri
New Delhi-110021, India
Fax: 91-11-419-8390/8612/8454

Mailing Address:

Regional Contracting Officer
Department of State/USAID
9000 New Delhi Place
Washington, D.C. 20521-9000
Fax: 91-11-419-8390/8612/8454

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

L.5 GENERAL INSTRUCTIONS TO OFFERORS

(a) The offeror should submit the proposal either

(i) electronically - internet email (indiarfp@usaid.gov) with up to 9 attachments (less than 4MB limit) per email compatible with MS WORD, Excel, Lotus 123 and/or WordPerfect in a MS Windows environment. Only those pages requiring original manual signatures should be sent via facsimile. (Facsimile of the entire proposal is not authorized); or

(ii) via regular mail - sending 1 original and 3 copies of a technical proposal and one original and 1 copy of a cost proposal, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

(iii) hand delivery (including commercial courier) of 1 original and 3 copies of a technical proposal and one original and 1 copies of a cost proposal to the issuing office.

(iv) Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(b) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(c) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

(d) Qualifying Requirements

The offeror is expected to be consulting engineering firm/s with experience of undertaking consultancy assignments which includes, but not limited to selection/designing/review of gasifiers and downstream systems such as gas cleaning/cooling equipment, combined cycle systems, selection of process parameters etc. for a coal based IGCC power plant of 50 Mwe or higher capacity, which is successfully operating for not less than two years.

Consultants who have experience of only undertaking consultancy of coal/gas based combined cycle power plant of 50 Mwe or higher capacity which is in successful operation can also participate provided they collaborate/associate with a consultant firm or gasifier technology suppliers who have demonstrated successful operation of the IGCC based power plants of 50 Mwe or higher capacity.

The offeror will include in its team an Indian agency with experience in engineering of coal fired and combined cycle power plants and having adequate manpower, expertise necessary infrastructure required for the study.

L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

(b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.

(c) Detailed information should be presented only when required by specific RFP instructions. Proposals are limited to 60 pages, **OVER 60 PAGES WILL NOT BE EVALUATED**, and shall be written in English and typed on standard 8 1/2" x 11" paper (210 mm by 297mm paper), single spaced, 12 characters per inch with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, reply to case studies, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the 60-page limitation.

d) The technical proposal should, at a minimum, include the following:

A short precis which describes the Offeror's understanding of the project and it's goals.

As a key part of the technical proposal, the Offeror shall propose a performance-based Implementation plan for each task of the proposed contract. This plan will cover result-oriented tasks to be accomplished/performed and set forth the major results, milestones and activities corresponding with the utilization of resources within the Statement of Work of the Contract.

This plan will serve as a monitoring and evaluation tool for both the contractor and USAID.

Offerors should describe how they plan to undertake effective monitoring and evaluation to assure accomplishment of contract objectives, and discuss other internal management systems considered by the Offeror to be important for effective contract implementation.

The Offeror shall describe its capabilities by including discussions that:

- a) Describe the credentials, capabilities, and experience of key personnel or experts identified for this study by including, in an appendix, resumes and other information consistent with and appropriate to the role each will play
- b) Documents relevant to prior or current corporate experience of participating organizations in the related field including the Indian firm
- c) Show responsibilities and lines of authority among the various project participants, including the applicant, and subcontractors if applicable, and the roles of key personnel and percentages of their time devoted to the proposed project.
- d) Include a brief description of proposed reporting,

Project Plan:

The offeror will also provide Work Breakdown Structure, Test Plans, if appropriate, and milestone schedule showing major decision points. The project should be structured according to that described in the Scope of Work. Time period for overall completion of the study and time required for each phase will be clearly indicated in a bar/gantt chart format.

Facilities and Equipment:

The applicant shall describe the type, quality, availability, and appropriateness of the proposed facilities and equipment. If extensive equipment is to be utilized, an itemized listing may be included in an appendix to supplement the discussion presented in the body of the proposal. The applicant must have access to, and use of, any proposed testing facilities or equipment or site for the duration of the project. The proposal must demonstrate that the Offeror has or can develop adequate systems and procedures related to: personnel policies; travel policies; financial management; procurement; purchasing; subcontracting; project management; contract administration; reporting; and other areas in order to successfully comply with all contract requirements.

Requirement for Past Performance References are required please see FAR 15.305(a)(2). The offeror shall submit, as part of its proposal a list of at least five, current or past awards and sub-awards that are similar in size, scope and complexity to the statement of work in the solicitation. The list should be attached as an annex to the technical proposal.

To ensure that the same kind of information for conducting the reference checks is provided, offerors should complete Part 1 (blocks 1 through 9) of the Contractor Performance Report-Short Form for each contract or subcontract listed. For cases where no past performance report is in the U.S. Government data base, provide names(s) and contact numbers (addresses) for the information source(s).

Concerning the above cited FAR section, the provisions of subparts (I) through (iv) shall apply, including the point that offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance.

The offerors shall also include a statement understanding the project concepts and his prior experiences of handling projects with similar activities and themes in any developing country particularly in the Asia region.

L.7 INSTRUCTION FOR THE PREPARATION OF THE COST PROPOSAL

- (a) Each offeror shall provide a budget for each task listed in the Statement of Work. Supporting information should be provided in sufficient detail to allow a complete analysis of each line item cost. This is to include a complete breakdown of the cost elements associated with each line item and those costs associated with any proposed sub-contract.
- (b) The offeror is a joint venture or partnership, the proposal must include a copy of the agreement between the parties to the joint venture or the partnership. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which will have responsibility, how work will be allocated, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.
- (c) Details of the offeror's management structure as it relates to performance of activities described in Section C.

- (d) The representations and certifications as set forth in Section K of the solicitation with the last page signed. This should be completed by subcontractors as well.
- (e) The representation and certifications as set forth in Section K of this solicitation, with the last page signed. This should be completed by subcontractors as well.
- (f) Audited balance sheets and profit and loss statements or if not available, returns as submitted to Federal Tax Authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.) The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).
- (g) A copy of the offeror's relevant personal policies in effect at the time the offer is submitted.
- (h) A copy of the offeror's relevant travel policies in effect at the time the offer is submitted.
- (i) Although it is not mandatory the offeror should submit details of the budget tables on a 3.5" diskette. The budget tables of the cost proposal should be organized so that a summary table matching the budget table included as Attachment 6 is available.
- (j) In the proposal the Contractor shall provide a Statement of Work with a sufficiently detailed Work Breakdown Structure (e.g. Tasks and Subtasks) to permit a logical estimation of costs, time requirements and distribution of the total effort. Work locations and skill levels shall be indicated.

L.8 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EVALUATION CRITERIA**

Technical, cost and other factors will be evaluated relative to each other, as described herein.

(a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

(b) The cost proposal will be scored by the method described in this Section.

(c) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

A. Proposed Approach (10 points)

- 1) Understanding the project concept, objective, and the details needed. (3 points)
- 2) Adequacy of the implementation plan (logical, realistic, and innovative), and organization of the activities to meet project objectives. (5 points)
- 3) Time schedule and deliverables for the overall project and individual tasks. (2 points)

B. Technical Resources (20 points)

- 1) Engineering expertise/facilities for the selection, design, and review of gasifiers, downstream systems, such as gas cleaning and cooling systems, combined cycle systems, and process parameters for a coal-based IGCC power plant. (9 points)
- 2) Pilot-scale facilities for the testing of fossil fuels for gasification potential (reactivity, syngas yield, etc.) to develop the design basis for a commercial unit. (4 points)
- 3) Computer modeling expertise in the design, economic/financial analysis, and comparison of advanced power generation technologies. (4 points)
- 4) Laboratory facilities for the testing of fossil fuels for gasification potential (e.g., reactivity, syngas yield, etc.). (3 points)

C. Qualifications of the Proposed Team (15 points)

- 1) Organization, expertise of team members (U.S. & local), staffing (identification of the Team Leader, roles and responsibilities, resumes of key staff, delegation of authority, communication, Management systems and procedures, and mobilization) (10 points)
- 2) Teaming arrangements with U.S./Indian partners (3 points)
- 3) Knowledge of the power sector, environmental requirements, and financial institutions in India (2 points)

D. Past Performance (25 points)

- 1) Engineering experience in the selection, design, and review of gasifiers, downstream systems, such as gas cleaning and cooling systems, combined cycle systems, and process parameters for a coal-based IGCC power plant of 50 MWE or greater capacity, which operated for not less than two years. (12 points)
- 2) Pilot-scale experience in the testing of fossil fuels for gasification potential (reactivity, syngas yield, etc.) to develop the design basis for a commercial unit. (4 points)
- 3) Computer modeling experience in the design, economic/financial analysis, and comparison of advanced power generation technologies. (3 points)
- 4) Laboratory experience in the testing of fossil fuels for gasification potential (e.g., reactivity, syngas yield, etc.) (3 points)
- 5) Timeliness, cost management, and customer satisfaction (3 points)

E. Cost/Business Management Evaluation Factors (30 Points)

While the overall Technical Evaluation is the key factor in reviewing the offeror's proposal, the cost/price evaluation is none the less an essential factor in determining the final contract award and ability to remain in the competitive range.

Additionally, the cost/price evaluation shall be carefully considered in determining the best value to the U.S. Government. It is imperative that the cost proposal reflects a cost conscience approach. The Contracting Officer will evaluate the cost proposal to determine if prices are fair and reasonable.

Offerors are reminded that the Government is not obligated to award a negotiated contract on the basis of the lowest proposed cost (see FAR 16.605) or to the offeror with the highest technical evaluation score. The cost proposal should be forwarded separately from the Technical Proposal. The cost data should be in a worksheet format.

The cost proposal will be evaluated as follows.

The Government shall evaluate the total cost proposal for the principal tasks identified in Section C for realism, completeness and reasonableness.

Total Estimated Cost (TEC) – 10 Points

The lowest total cost proposal will be awarded	- 10 points
The second lowest cost proposal will receive	- 6 points
The third lowest cost proposal will receive	- 4 points
The fourth lowest cost proposal will receive	- 3 points
The fifth lowest cost proposal will receive	- 2 points
The sixth lowest cost proposal will receive	- 1 points
Only the six lowest cost proposal will receive points	

Clarity – 10 Points

Offerors must make obvious connections between their technical proposals and their proposed costs for technical proposal elements. One idea is the referencing in the cost proposal of the pages or elements that are in the technical proposal. It must be possible for the evaluator to readily understand the amount and kind of labor and other resources which are being utilized for accomplishing the indicated deliverable.

Cost Realism and Reasonableness – 10 Points

The Government shall evaluate the total costs proposed for the principal tasks identified in Section C for realism, completeness and reasonableness.

M.2 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) The competitive range of offerors with whom negotiation will be conducted (if necessary) will be determined by the Contracting Officer based on the above technical and cost evaluation factors, and will be comprised of all offerors whose proposals are determined to have a reasonable chance of being selected for award.

(b) In accordance with FAR 15.1, and as set forth in Section L of this solicitation, award will be made by the Contracting Officer to the responsible offeror whose proposal, conforming to the solicitation, is most advantageous to the Government, and the above technical and cost factors considered. The formula set forth above will be used by the Contracting Officer as a guide in determining which proposals will be most advantageous to the Government. The lowest price technically acceptable source selection process is appropriate when best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.

M.3 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

ATTACHMENT 1
IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

* Has the status of a "Geopolitical Entity", rather than an independent country.

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET							
1. Name (Last, First, Middle)				2. Contractor's Name			
3. Employee's Address (include ZIP code)				4. Contract Number		5. Position Under Contract	
				6. Proposed Salary		7. Duration of Assignment	
8. Telephone Number (include area code)		9. Place of Birth		10. Citizenship (If non-U.S. citizen, give visa status)			
1. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment							
12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY			
NAME AND LOCATION OF INSTITUTION	MAJOR	DECREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading	
					2/S	2/R	
					2/S	2/R	
					2/S	2/R	
14. EMPLOYMENT HISTORY							
<p>1. Give lasts three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.</p> <p>2. Salary definition – basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, commissions consultant fees, extra or overtime work payments, overseas differential or quarters, cost of living or dependent education allowances.</p>							
POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #			Dates of Employment (mm/dd/yyyy)		Annual Salary	
				From	To	Dollars	
15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)							
SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #			Dates of Employment (mm/dd/yyyy)		Days at Rate	Daily Rate In Dollars
				From	To		
16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.							
Signature of Employee				Date			

Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.

Signature of Contractor's Representative

Date

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INSTRUCTIONS

Indicate your language proficiency in block 13 using the following numeric interagency Language Roundtable levels

(Foreign Service Institute levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. "S" indicates speaking ability and "R" indicates reading ability. For more in-depth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency
 - S Able to satisfy routine social demands and limited work requirements.
 - R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.
3. General professional proficiency
 - S Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.
 - R Able to read within a normal range of speed and with almost complete comprehension.
4. Advanced professional proficiency
 - S Able to use the language fluently and accurately on all levels.
 - R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.
5. Functional native proficiency
 - S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.
 - R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances; the educational information provides an indication of qualifications; the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Procurement Policy Division (M/OP/P)
Washington, DC 20523-1435;

386-01-020

ATTACHMENTS

and
Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

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DISCLOSURE OF LOBBYING ACTIVITIESApproved by 1
0348-0046Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <div style="border: 1px solid black; height: 100px; width: 100%;"></div>		
b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <div style="border: 1px solid black; height: 100px; width: 100%;"></div>		
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <div style="border: 1px solid black; height: 150px; width: 100%;"></div>		
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the Federal Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract number, or loan award number; the application/proposal control number assigned by the Federal agency). Include appropriate prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

ATTACHMENT 4
CERTIFICATE OF CURRENT COST AND PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in Section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____ are accurate, complete, and current as of _____.**

FIRM: _____

NAME: _____

TITLE: _____

DATE OF EXECUTION: _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP Number).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when price negotiations were concluded and the contract price was agreed to.